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Attorney for Debtor
WAUKEEN MCCOY

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA**

In re: **WAUKEEN Q. MCCOY**

Debtor in Possession.

Case No.: 14-30381 HLB
Chapter 11

**AMENDED DECLARATION OF SHARON
L. CEASAR IN SUPPORT OF
APPLICATION FOR ORDER
AUTHORIZING EMPLOYMENT OF
COUNSEL FOR DEBTOR IN POSSESSION**

[NO HEARING REQUESTED]

Date: --

Time: --

**Place: U.S. Bankruptcy Court
235 Pine St. 19th Floor**

Ctrm.: 23

TO: Honorable HANNAH BLUMENSTIEL

I, Sharon L. Ceasar declare as follows:

1. I am an attorney licensed to practice law in the courts of the U.S. I have personal knowledge of the statements contained herein except those based on information and belief.

2. I substituted into this case and accepted employment according to the Amended Application filed concurrently herewith. A true and correct copy of the Attorney-Client

Case No: 14-30381

Amended Declaration of Sharon L. Ceasar In Support of Application for Order Authorizing Employment of Counsel for Debtor in Possession

1 Agreement executed by Waukeen Q. McCoy is attached hereto as Exhibit A and incorporated by
2 reference.

3 3. I have no connection with Attorney McCoy's creditors or any other party in interest,
4 or their respective attorneys or accountants, the Office of the United States Trustee, and/or their
5 respective attorneys or accountants.
6

7 4. I represent no interest adverse to Waukeen Q. McCoy as a debtor in possession or
8 the estate in the matters upon which I am to be engaged.

9 5. On or about October 15, 2014, I worked as an independent contract attorney by
10 Waukeen Q. McCoy to draft, research and complete a Reply Brief in the case of *B. Scott v. BET*
11 *Viacom*, Case Number BC 517318 (Los Angeles). I was paid seven hundred seventy-five dollars
12 (\$775.00) the same day that the work was done.
13

14 At the time this work was done, I was not aware that Waukeen McCoy had filed
15 bankruptcy.
16

17 6. Shortly after I agreed to substitute into Waukeen McCoy's bankruptcy case, one of
18 my family members passed away and my brother was diagnosed with cancer. Due to these
19 personal issues, I had forgotten to disclose the independent contract work that Waukeen McCoy
20 had paid me to do on October 15, 2014.

21 I declare under penalty of perjury under the laws of the United States of America that the
22 foregoing is true and correct. Executed this 18th day of March 2015, in Berkeley, California.
23

24 /s/ Sharon L. Ceasar
25 Sharon L. Ceasar
26 Attorney for the Debtor-in-Possession
27 Waukeen Q. McCoy

28 Case No: 14-30381

Amended Declaration of Sharon L. Ceasar In Support of Application for Order Authorizing Employment of Counsel for Debtor in Possession

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Case No: 14-30381
Amended Declaration of Sharon L. Ceasar In Support of Application for Order Authorizing Employment of Counsel for Debtor in Possession

EXHIBIT A

SHARON L. CEASAR SBN# 160869

Attorney at Law

1191 Solano Ave. #6573

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Telephone: (510) 528-1640

Fax: (510) 898-1940

sharonlceasar@gmail.com

RETAINER AGREEMENT

Waukeen Q. McCoy, hereinafter "Applicant" and Sharon L. Ceasar, Attorney at Law hereinafter "Attorney" collectively agree as follows:

1. Applicant hereby employs attorney to represent, advise and perform legal services for Applicant on matters related to bankruptcy proceedings, or similar transactions contemplated or entitled to by Applicant including the current Chapter 11 Case No. 14-30381-HLB.

2. The services to be performed by Attorney under this contract include the following:

a. Provide legal advice to and representation for Applicant with respect to any workout agreement, bankruptcy proceeding negotiation or other agreements or transactions proposed or entered into by Applicant.

b. Prepare any instruments, agreements pleadings or other documents necessary to effectuate any workout agreement, bankruptcy proceeding negotiations or other agreements or transactions proposed or entered into by Applicant.

c. Represent Applicant in any action, proceeding, trial, conference, meeting, hearing, negotiation, or other proceeding or transaction in which Applicant is or becomes involved as a result of any workout agreement, bankruptcy proceeding, or other agreements or transaction proposed or entered into by Applicant.

d. Since Applicant has an open Chapter 11 case under the United States Bankruptcy Code, attorney shall assist and perform the following services:

1) Prepare and file all statements, plans and other documents or pleadings;

2) Attend and represent Applicant at all hearings, conference and negotiations;

3) provide legal advice to Applicant as a Chapter 11 debtor and debtor in possession and as to other matters arising in or related to the Chapter 11 case, including the formulation, presentation and confirmation of a plan and;

4) Otherwise assist, advise, and represent Applicant on matters related to the Chapter 11 case as requested by Applicant.

3. Applicant agrees to reimburse attorney for all necessary expenses incurred by the attorney in the performance of services under this contract and to compensate the attorney for services performed under this contract once approved by the court as follows:

- a. \$300 per hour for the time spent in Court; and
- b. \$300 per hour for other time spent by the attorney.

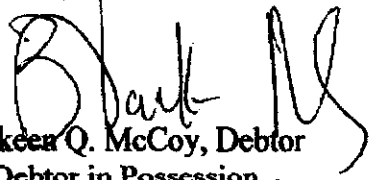
4. Natheal Speed on behalf of Applicant paid seven thousand five hundred dollars (\$7,500.00) at the time this contract for services was executed for service to be performed and one thousand five hundred dollars (\$1,500.00) for costs. On behalf of Applicant, she paid the total retainer of nine thousand dollars (\$9,000.00.) Attorney shall maintain and provide hourly billing and expense records and apply the retainer toward the services rendered or expenses incurred under this contract. Thereafter, attorney shall bill Applicant periodically for services performed and expenses incurred under this contract. No additional fees or costs shall be paid without a properly noticed hearing and Court Approval of the payment. Fees and costs paid from the Retainer and approval of interim fees for services and costs are subject to final approval by the Bankruptcy Court.

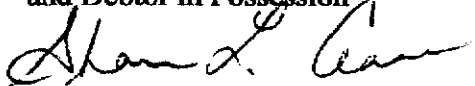
5. Attorney is knowledgeable in the field of law to be dealt with in the performance of this contract; she is knowledgeable of bankruptcy practice and Chapter 11 proceedings; she has no connection with Applicant, Applicant's creditors, any other party in interest, their respective attorneys and accountants, the United States Trustee, or any person employed in the office of the United States trustee that would preclude attorney from representing Applicant as a debtor and debtor in possession in a Chapter 11 case; and that attorney does not hold or represent an interest that would be adverse to the interest of Applicant's estate in this Chapter 11 case.

6. Attorney agrees to fully account for all attorney time performed under this contract and to permit Applicant to periodically review the work performed under this contract and the records thereof maintained by attorney. Copies will be provided as requested.

7. Either party may terminate this contract at any time, subject to the approval of the Bankruptcy Court, if necessary.

IN WITNESS WHEREOF, the parties have executed this contract on October 30, 2014 in San Francisco, California


Waukeen Q. McCoy, Debtor
and Debtor in Possession


Sharon L. Ceasar
Attorney at Law

RATE SCHEDULE

Effective January 1, 2014

A. Hourly Rates for Legal Personnel

Attorneys	\$300.00 per hour
Paralegals	\$200.00 per hour

B. Billing Increments

Attorney charges for her time in minimum units of six (6) minutes

C. Routine Disbursement Charges

In office photocopying	.20 per page
Mileage	IRS allowable rate
Faxing	.20 per page
Long Distance & Cellular Phone calls	Actual costs
Postage	Actual costs
Any filing fees	Actual costs